

### \*\* AGENDA\*\*

### City Commission Study Session

Wednesday, June 10, 2020 Municipal Court Room 518 Mechanic Street 10:00 a.m.

- Update on Becker Creek.
- Discuss PUD Request for Storage at 2910 W. Hwy 50.
- ➤ Discuss SHPO Appeal for the property at 713 Commercial Street.
- > Discuss Lifetime Dirty Kanza Sponsorship Agreement.
- ➤ Discuss Small Cities Community Development Block CDGB-CV Intake Form.
- Discuss Convention & Tourism Fund Allocations.
- ➤ CIP Review of the Following Departments: Fire Dept.; EMS; Codes Dept.; Police Dept.; WLW Civic Facilities; and the Emporia Public Library.

#### No Luncheon

#### Tentative Agenda for June 17th Commission Meeting at 7:00 p.m.

- City Commission Reports and Comments
- Consent Agenda
- Public Comment
  - Eagle Scout Recognition for Caleb Schmidt, Thomas Halleran, Max Piper, Skylar Betty, and Leon Bryson.
- Consider Approval of Ordinance and PUD Request for Storage at 2910 W. Hwy 50.
- > Consider Approval of Lifetime Dirty Kanza Sponsorship Agreement.
- > Report from City Manager on City Activities

\*If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact Jeff Lynch, City of Emporia ADA Coordinator at least 48hours before the event at 620-343-4275 or jlynch@emporia-kansas.gov



### Memo

TO:

City Commission

FROM:

Mark McAnarney, City Manager

CC:

Department Heads

DATE:

June 5, 2020

SUBJECT:

**Becker Creek** 

Bruce Boettcher from BG Consultants will be at the Study Session to discuss Becker Creek and the status of Waters of the United States (WOTUS). The jurisdiction over Becker Creek by the U.S. Corps of Engineers will expire on June 22, 2020. We will revert to the 1985 rules and regulations which means there would be no mitigation fees.



522 Mechanic Street Emporia, KS 66801 Tel: (620) 343-4268 Fax: (620) 343-4262

jfoster@emporia-kansas.gov

#### PLANNING AND ZONING DEPARTMENT

# **MEMO**

TO:

**City Commission** 

FROM:

Joe Foster

RE:

Planned Unit Development Request for storage at 2910 W. Hwy 50

DATE:

June 6, 2020

Scott Strahm is requesting a Planned Unit Development (PUD) located on approximately 2.1 acres on and near 2910 W. Hey 50. The PUD will consist of both indoor climate control storage units, as well as outdoor 2 story storage units, north and northeast of the existing property. This property is currently zoned for commercial use.

A PUD is a zoning tool that combines the platting process with the land use amendment process. PUD's are designed to join residential, commercial, and industrial development into urban locations while protecting existing neighborhoods. Article 16 of the Zoning Regulations states it better as "...to encourage the expansion of urban areas incorporating the best features of modern design while conserving the value of the land; and to provide a procedure which relates the type, design, and layout of development to the particular site and the particular demand at the time of development in a manner consistent with the preservation of property values within established neighborhoods".

The PUD District is an overlay zone, which means the zoning currently at the time of an approved PUD will remain, but the additional uses and developments provided in the PUD will be permitted. In this case, the current C-3 Zoning will continue with the land, but a Conditional Use Permit would not be required for the allowance of the storage units.

There are two phases to the PUD, which would be the preliminary phase and the final phase. This application is for approval of the preliminary phase. This portion of the PUD is normally where the public hearing portion is conducted but Mr. Foster requested the Planning Commission to consider, if the application is approved, to also allow a public hearing portion for the final phase of the PUD.

The Technical Review Team met May 7, 2020, and discussed the project. At that time, there were no immediate concerns regarding the Engineering, Building Code Services, Fire Department, Community Development, City Management or Planning, and Zoning. Engineering did have questions regarding access and parking but there will be requirements for stormwater runoff due to the size of this project and the current infrastructure. The Building Code Services department had not seen a completed set of plans but that does not have much bearing on this application. City Management voiced concern if this would impact the adjacent neighborhood. As this is the preliminary step, there may need to be modifications made.



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#### PLANNING AND ZONING DEPARTMENT

The Planning Commission approved the Preliminary PUD Application unanimously, with no conditions. There were no objections from the community for this application. One near-by property owner had requested some additional information but was not opposed to the request.

Strahm noted that he plans to construct this project in phases starting with 1) indoor storage, 2) storage structures placed on the northwest side, 3) storage structured place on the northeast side. Mr. Strahm did state that the lot northeast of the building would be the last to be developed if it was ever to be developed. This lot is closest to residential properties. Mr. Strahm reassured the Planning Commission that he desired for these stand-alone units to look attractive. Additionally, all zoning requirements, setbacks, screening, and landscape standards would need to be met.

The Preliminary PUD Application will be on the June 17th, 2020 Commission Agenda.

Respectfully,

Joe Foster Zoning Department

IMAGE 1: AERIAL MAP SHOWING LOCATION OF THE PROPOSED PUD IN BLUE



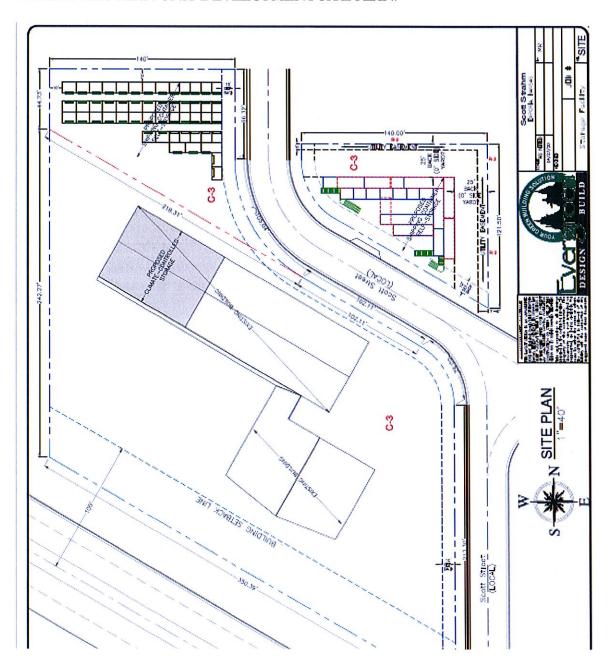


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#### PLANNING AND ZONING DEPARTMENT

PRELIMNARY PLAN UNIT DEVELOPMENT SITE PLAN:





 522 Mechanic Street
 Tel: (620) 343-4268

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 Fax: (620) 343-4262
 jfoster@emporia-kansas.gov

#### PLANNING AND ZONING DEPARTMENT

EXAMPLE OF SIMILAR STORAGE UNITS ON THE NORTHEAST AND NORTHWEST SIDES:





522 Mechanic Street Emporia, KS 66801 Tel: (620) 343-4268 Fax: (620) 343-4262

ifoster@emporia-kansas.gov

#### ZONING DEPARTMENT

# **MEMO**

TO:

**City Commission** 

FROM:

Joe Foster

RE:

SHPO Appeal: 713 Commercial

DATE:

May 19, 2020

Evergreen Design Group and Mark Schreiber are requesting an appeal to override the State of Kansas Historic Preservation Office decision regarding the proposed changes that would remove the existing second-story windows and transom windows with the replacement of new windows at 713 Commercial Street.

The building is located within the City of Emporia's Downtown Historic District; as such any permits issued will be reviewed by the State Historic Preservation Office (SHPO). SHPO recommends the current windows are not beyond repair, and therefore their replacement would not meet the Secretary of the Interior's *Standards for the Treatment of Historic Properties*.

Previous plans submitted in 2017 were approved by SHPO and tax credits were going to be pursued. However, these plans have changed and the applicant creating an SHPO review of the new plans, the applicant is now not pursuing tax credits on this project.

The Commission will need to have a public hearing and verify that an effort has been made to minimize the harm to this building and its neighbors if the request is approved. In the past applicants, have presented clear and precise findings to help determine that all options have been explored. The Commission must find that there are no feasible alternatives to the replacement to override SHPO's recommendation.

If this appeal is approved by the City Commission, the applicant could replace the existing windows to match the surrounding buildings. A public hearing will be scheduled City Commission Meeting for the near future.

Respectfully,

Joe Foster Zoning Department



522 Mechanic Street Tel: (620) 343-4268 Emporia, KS 66801 Fax: (620) 343-4262 jfoster@emporia-kansas.gov

#### **ZONING DEPARTMENT**

Location: 713 Commercial Street: Outlined in Blue

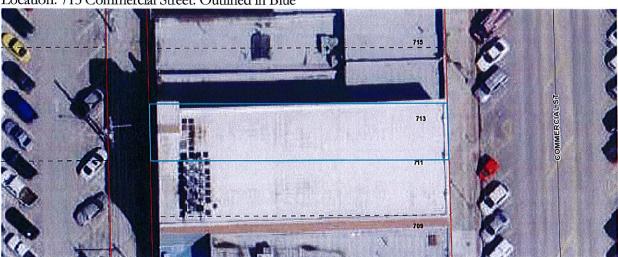
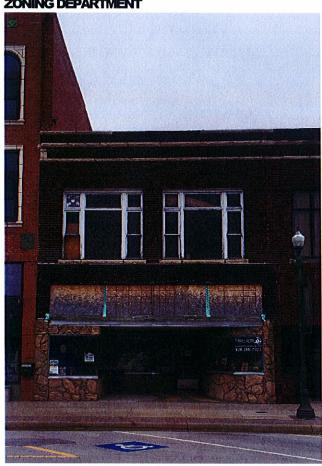


Photo: 713 Commercial Street Exterior



522 Mechanic Street Tel: (620) 343-4268 Emporia, KS 66801 Fax: (620) 343-4262 jfoster@emporia-kansas.gov

#### **ZONING DEPARTMENT**





#### SPONSORSHIP AGREEMENT

This Sponsorship Agreement is made between:

Life Time, Inc. and its a	offiliates ("Life Time")	City of Emporia ("Sp	oonsor")
Address: 2902 Corporate Place Chanhassen, MN 55317		Address: 104 East 5th Avenue Emporia, KS 66801	
Signature:  for and on behalf of Life	Arik Kudolplu Time.	Signature:	Sponsor.
Name: Job Title: Date:	Arik Rudolph Senior Director 5/26/2020	Name: Job Title: Date:	Lane Massey

#### Together referred to as the "Parties" and each individually as a "Party".

The Sponsorship Agreement ("Agreement") consists of the following:

- 1. Sponsorship Agreement
- 2. Part 1 Commercial Terms
- 3. Part 2 Life Time Sponsorship Terms and Conditions

#### **Background**

Life Time is an organizer and promotor of events. Sponsor desires to become a sponsor of these events to advertise its products or services.

The Parties hereto agree as follows:

- 1. **Terms and Conditions.** Life Time's Sponsorship Terms and Conditions apply to this Agreement, located at <a href="https://www.lifetime.life/media.html">https://www.lifetime.life/media.html</a>. In the event of a conflict between the Sponsorship Terms and Conditions and this Sponsorship Agreement, the terms of this Agreement control.
- 2. Termination. Neither a termination notice nor a termination will waive any of the terminating Party's rights or remedies. Either Party may end this Agreement with immediate effect upon written notice to the other Party, if the other Party becomes bankrupt, makes an arrangement or assignment in favor of a creditor, goes into liquidation or administration, has a receiver or manager appointed to manage its business, or any analogous event occurs. Either Party may end this Agreement immediately upon written notice to the other Party if: (i) a Party commits a material breach of this Agreement which is capable of remedy and is not remedied within thirty (30) days of written notice from the first Party; or (ii) A Party commits a material breach of this Agreement which is not capable of remedy.

3. **Notices**. All notices and correspondence under this Agreement will be delivered using a method providing for proof of delivery and sent to the address listed above, or such other address if designated in writing.

### PART 1 COMMERCIAL TERMS

Term	This Agreement begins on 09/01/2020 and will terminate on 09/31/2020 ("Term").
	Event sponsorship benefits terminate the day after each individual event.
Sponsor Accounting Contact Information	City of Emporia
	Mark McAnarney,
	104 East 5th Avenue,
	Emporia, KS 66801
	Email: mmcanarney@emporia-kansas.gov
	Phone: 620-343-4251
Sponsorship Level	Official; Presenting sponsor of the All Things Gravel Expo
Sponsorship Fees	In consideration for all of Life Time's undertakings hereunder and for the rights granted to Sponsor, Sponsor will pay to Life Time and Life Time will accept the guaranteed sum of \$25,000.00 cash ("Sponsorship Fee") to be paid to LTF Triathlon Series, LLC, 2902 Corporate Place, Chanhassen, MN 55317, Attn: Accounts Receivable—Media, as follows:  Payment Schedule:
	- Lymon schoude.
	\$25,000.00 to be invoiced in July 2020 due Net45 after receipt of invoice.
Payment Terms	Sponsor will pay Life Time via ACH or check.
	City Commission has approved payment of funds through its appropriations procedure. The City may reduce the amount of funds authorized if budget restrictions or reductions are placed on the funds utilized for this agreement due to national, local or state emergency; "acts of god"; or short falls in collection of revenue. In the event that the City reduces the payment made to Life Time, Life Time will have the right, in its sole discretion, to reduce or cancel the entitlements the City receives under this Sponsorship Agreement.
Event Cancellation	In the event that the Dirty Kanza event by Life Time is cancelled, whether due to the COVID-19 pandemic or other force majeure event, and such cancellation occurs after Sponsor has already paid the Sponsorship Fee, Life Time shall refund the entirety of the Sponsorship Fee to Sponsor.
Sponsor Obligations	If Sponsor delays, hinders, or fails to activate Sponsor entitlements, or fails to comply with Sponsor responsibilities outlined in this Agreement, Sponsor will not receive a refund in the event Life Time is unable to deliver any entitlements as per the terms of this Agreement.
Currency	USD (\$)

#### LIFE TIME ATHLETIC EVENTS

- i. Event(s): Dirty Kanza (DK)
- ii. <u>Sponsorship Designation</u>: Sponsor designated as an official sponsor of Dirty Kanza and will be granted exclusivity in the category of City Government.
- iii. <u>Logo Rights/Usage</u>: Sponsor granted rights to Dirty Kanza and All Things Gravel Expo logo for use in Sponsor's advertising and promotions with pre-approval from Life Time.
- iv. Website: Sponsor logo included on event website where family of sponsors is listed with a link to the Sponsor's website or designated landing page for the duration of the contract term.
- v. <u>Email Marketing</u>: Sponsor logo included on the balance of Dirty Kanza email marketing of where family of sponsors is listed.
- vi. <u>Email Marketing Promotional Content</u>: Sponsor content included in 2 Dirty Kanza Event emails. Specs provided by Life Time. Sponsor to submit content. Deadlines apply.
- vii. Social Media: Sponsor to receive 1 social media posts. Sponsor to submit content. Deadlines apply.
- viii. Print Marketing: Sponsor logo included on the balance of print marketing for the 2020 events where family of sponsors is listed for Dirty Kanza. Deadlines apply.
- ix. <u>Dirty Kanza Magazine</u>: Sponsor granted logo presence in Dirty Kanza Magazine within family of sponsor logos. Deadlines apply.
- x. <u>Dirty Kanza Magazine Discounted Advertising</u>: Sponsor granted 30% discount for advertising in DK Magazine (4,000 copies).
- xi. <u>Event-Day Signage</u> (provided by Life Time/Dirty Kanza): Sponsor granted the following signage provided by Life Time on Event day:
  - 1. Finish Chute: Granted 2 logos along the finish chute at Dirty Kanza event.
  - 2. Finish Truss: Granted 2 logos on finish truss at Dirty Kanza event.
- xii. Athlete Participant Bags: Sponsor granted rights to provide samples or branded premiums in participant bags of registered athletes or at packet pick up where offered. No liquids or paper inserts allowed. Inserts must be pre-approved. Restrictions and deadlines apply. Deadline to receive all inserts is August 3, 2020.
- xiii. PA Announcements: Sponsor granted frequent PA announcements on Event race day.
- xiv. Race Entries: Sponsor granted 2 complimentary race entries to Dirty Kanza. DKXL excluded. Deadlines apply.
- xv. Signature Event Activation:
  - 1. Sponsor Designation: Sponsor designated presenting sponsor of the All Things Gravel Expo.
  - Composite Logo: Life Time Creative Services Team will create a Primary Composite Logo
    which accurately positions Sponsor as Presenting Sponsor of the All Things Gravel Expo as
    outlined in Life Time Event Partnership Identity Standards.
  - 3. Composite Logo Inclusion:
    - i. Expo exhibitor information page
    - ii. Expo information page on DK website
    - iii. Online event schedule
    - iv. Exhibitor credentials
    - v. Official expo documents and manuals
    - vi. Select Expo directional signage.
    - vii. DK Magazine

#### PART 2

#### LIFE TIME SPONSORSHIP TERMS AND CONDITIONS

These Sponsorship Terms and Conditions govern your sponsorship arrangement with Life Time, Inc. "We", "our", and "Life Time" mean Life Time, Inc. and our affiliates; "you" and "your" mean the Sponsor identified in the Sponsorship Agreement (the "Agreement"). The Agreement identifies the Sponsorship benefits, the quantities, charges, and other details of your order. The Agreement also refers to documents which may apply to the products or professional services you selected. The Sponsorship Agreement above and these Sponsorship Terms and Conditions constitute the complete agreement for the City of Emporia's Sponsorship of the Event and supersede any prior discussions or representations solely regarding the Sponsorship. If the terms of the Sponsorship Agreement above are different from these Sponsorship Terms and Conditions, the Sponsorship Terms and Conditions will have priority. This Agreement does not take precedence over any additional Agreement between the Parties as it relates to terms outside of the Sponsorship Agreement..

- 1. License Grant and Use of Sponsor Marks. Sponsor grants to Life Time, a revocable, non-exclusive, royalty-free license to use Sponsor's designated marks including but not limited to its trademarks, trade names, slogan, logo or other identification ("Sponsor Marks") in association with the Events as further set forth in the Agreement. Life Time agrees that it has no further right, title, or interest in or to any Sponsor Marks except the right to use the same in accordance with terms and conditions of the Agreement. Life Time further agrees that any such Sponsor Marks remain the sole property of Sponsor. Sponsor will provide to Life Time the artwork of the Sponsor Marks necessary for use at the Events.
- 2. License Grant and Use of Life Time Marks. During the term of the Agreement, Life Time grants to Sponsor, a revocable, non-exclusive, non-transferable, non-sub licensable, royalty free license to use Life Time's designated trademark(s), trade name, slogan, logo or other identification ("Life Time Marks") to promote Sponsor's participation in the Events. Sponsor will not use any Life Time Marks without Life Time's prior written consent and approval. Sponsor acknowledges that it has no proprietary rights in any Life Time Marks and all Life Time Marks remain the sole property of Life Time. Sponsor will abide by all Life Time Mark usage guidelines.

#### 3. Advertising Terms and Conditions.

- a. Life Time will notify Sponsor of any additional fees required to convert or format advertising collateral that does not meet the advertising specifications found in Life Time's Media Kit. Sponsor in its own discretion may determine whether or not to proceed with additional conversion or formatting of advertising collateral. If Sponsor does not approve inclusion in advertising collateral by deadline provided, Life Time has the right to exclude Sponsor from collateral. Sponsor is responsible for any shipping expenses and other transportation costs associated with advertising collateral outside of normal production and delivery, including shipping of any samples or activation materials.
- b. Life Time is solely responsible for the production, preparation, and delivery of all advertising collateral. Sponsor must submit a sample of all collateral to Life Time prior to publication or in-center display. Life Time may reject, in its reasonable discretion, any advertisement if deemed improper or non-compliant. Life Time may also insert the word "Advertisement" on any collateral which Life Time determines to be reasonably necessary under consumer protection law.
- c. Any advertising collateral produced by Life Time is the sole property of Life Time and will not be reproduced by Sponsor for any reason without the prior written consent of Life Time.
- d. Sponsor agrees to meet all Media Kit timelines or closing dates for advertising collateral. If missed, Life Time may continue using previous collateral.

- e. Life Time posts, removes, or replaces advertising collateral between the first (1st) and third (3rd) of each month. Life Time is not obligated to post, remove, or replace advertising collateral at any other time of the month, including if Sponsor misses any creative deadlines agreed to between the parties.
- 4. Insurance. Sponsor agrees to maintain commercially reasonable insurance coverage, including at least comprehensive general liability and advertising injury coverage with limits of two million dollars (\$2,000,000) in the aggregate to cover damages that arise from Sponsor's performance solely under this Sponsorship Agreement. Sponsor agrees to provide proof of insurance upon Life Time's request. Life Time agrees to maintain commercially reasonable insurance coverage, including at least comprehensive general liability with limits of two million dollars (\$2,000,000) in the aggregate. Life Time will provide Sponsor with proof of insurance upon Sponsor's written request.
- 5. Suspension. If any undisputed payment due is not paid within ten (10) business days of its due date, or Sponsor fails to perform any other obligation under the Agreement, Life Time may suspend its performance immediately, without cost or penalty, and without refund until Sponsor corrects the failure. No suspension will extend the term in the Agreement, or be grounds for termination, unless the suspension lasts more than thirty (30) days.
- 6. Representations, Warranties, and Indemnification. Sponsor represents and warrants that it has the proper rights to all advertising collateral submitted to Life Time. Sponsor agrees to comply with all applicable laws and regulations during the Agreement. Sponsor also expressly assumes complete responsibility and liability for all advertising collateral submitted, printed, displayed, broadcasted, or otherwise published in connection with the Agreement. Sponsor agrees to indemnify, defend, and hold harmless Life Time, its officers, directors, agents, and employees from any and all claims, liability, loss, damage, expense, or costs (including reasonable attorneys' fees) incurred from claims of trademark, trade name, patent, copyright, proprietary right, right of privacy or false or misleading advertising violations resulting from Sponsor's advertising collateral.

#### 7. LIABILITY PRINCIPLES.

- a. <u>LIMITATION OF LIABILITY</u>. IN NO EVENT WILL LIFE TIME BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT OR TORT, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AS IT PERTAINS SOLELY TO THIS SPONSORSHIP AGREEMENT BETWEEN THE PARTIES, AND DOES NOT EXTEND TO ANY ADDITIONAL AGREEMENTS BETWEEN THE PARTIES OR SITUATIONS THAT OCCUR OUTSIDE OF THIS AGREEMENT.
- b. MAXIMUM LIABILITY. IN NO EVENT WILL LIFE TIME'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE SPONSORSHIP FEE PAID TO LIFE TIME (I) DURING THE PRIOR TWELVE (12) MONTHS UNDER THE AGREEMENT, OR (II) IF THE TERM IS LESS THAN ONE (1) YEAR, THE AVERAGE AMOUNT OF FEES PAID PER MONTH MULTIPLIED BY TWELVE (12). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THIS LIMITATION OF LIABILITY PERTAINS SOLELY TO THIS SPONSORSHIP AGREEMENT BETWEEN THE PARTIES AND DOES NOT EXTEND TO ANY ADDITIONAL AGREEMENTS BETWEEN THE PARTIES OR SITUATIONS THAT OCCUR OUTSIDE OF THIS AGREEMENT.
- 8. **Assignment.** Sponsor will not assign, transfer, or delegate its responsibilities herein to any third party without the prior written consent of Life Time.
- 9. [INTENTIONALLY OMITTED].
- 10. [INTENTIONALLY OMITTED].
- 11. Independent Contractors. Life Time's relationship with Sponsor is that of an independent contractor, and nothing contained in the Agreement shall be construed as establishing an employer/employee relationship, partnership, or joint venture between Sponsor and Life Time. Neither Party has the authority to act for or to bind the other Party in any way, or to represent that it is responsible for the acts, debts, liabilities, or omissions of the other Party.
- 12. **Conflicts of Interest**. Life Time has a policy prohibiting conflicts of interest, except under guidelines approved by the Life Time's Board of Directors. A "Conflict of Interest" exists when a person's private interest interferes

in any way with the interests of Life Time. It is Life Time's policy that (i) employees should avoid any direct or indirect business connection with the customers, suppliers, and competitors, except on behalf of Life Time; (ii) Life Time employees are not allowed to work simultaneously for a competitor, customer, or supplier of Life Time; and (iii) Life Time employees should not receive improper personal benefits (directly or indirectly, such as through a family member) as a result of the employee's position with Life Time. Sponsor is not aware of any relationship or arrangement that violates Life Time's policy and agrees that it will not knowingly take any action that would result in such a violation.

- 13. **Bribery and Corruption**. Life Time has a comprehensive anti-bribery policy and program. Sponsor will comply with all applicable federal, state, and local laws and regulations relating to anti-bribery and anti-corruption and will not give or receive any bribes, including in relation to public officials.
- 14. **Governing Law**. The Agreement shall be governed and construed in accordance with the laws of the State of Kansas, without regard to principles of conflict of laws.
- 15. **Data Processing**. Sponsor will comply with all applicable federal, state, and local laws and regulations regarding the processing, protection, notification, and security of the data. In the event that a data breach occurs that relates to the goods or services Life Time is utilizing, Sponsor will notify Life Time within three (3) days of such breach.
- 16. Force Majeure. If the Event, or any portion thereof, are cancelled or omitted because of war, an Act of God, public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, mechanical or electrical breakdowns, or for any other reason beyond the reasonable control of Life Time, these cancellations or delays do not constitute a breach of the Agreement. If cancelled, Life Time, in its absolute and sole discretion, may (i) reschedule the Event or (ii) refund any applicable cash portion of the Sponsorship Fee, less the value of all Sponsor Benefits provided prior to cancellation.
- 17. Authority. Life-Time and Sponsor each individually represent and warrant that it has full power and authority to enter into the Agreement and to perform all of the obligations hereunder without violating the legal or equitable rights of any third party.
- 18. **Amendments**. Any waivers, amendments, or modifications to the Agreement must be agreed upon in writing by both Parties.
- 19. Captions and Headings. The captions and section headings used in the Agreement are for convenience of reference only and will not affect the construction or interpretation of the Agreement.
- 20. **Successors and Assigns**. The Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.
- 21. **Survival**. The obligations set forth in Paragraph 12 (Conflicts of Interest) and 16 (Force Majeure) will survive for a period of one (1) year following the termination of the Agreement.
- 22. Counterparts. The Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but all of which together constitute one and the same instrument. An electronic signature or a facsimile or scan of any original signature transmitted by one Party to the other Party is effective as if the original was sent to the other Party.
- 23. **Electronic Signatures.** Any electronic signature of a Party, whether encrypted or signed, scanned, and uploaded, is considered valid and effectively binds the Party to the Agreement. An electronically signed document, including the Agreement, will be deemed (i) "written" or "in writing", (ii) signed, and (iii) constitutes a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.
- 24. No Waiver; Severability. The failure of either Party to insist upon the strict performance of any provision of the Agreement or to exercise any election will not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any Party shall have been deemed to have been made unless expressed in writing by such Party. If any provision of the Agreement is found to be invalid, illegal or unenforceable, the remaining provisions remain in full force if the essential provisions of the Agreement for each Party remain valid, legal and enforceable.



# Memo

TO:

City Commission

FROM:

Christina Montgomery, City Attorney

CC:

Department Heads

DATE:

June 5, 2020

SUBJECT:

Rural Water District #2

City staff will discuss potential updates to the Coffey County Rural Water District #2 water supply agreement.



# Memo

TO:

City Commission

FROM:

Mark McAnarney, City Manager

CC:

Department Heads

DATE:

June 5, 2020

SUBJECT:

Small Cities Community Development Block CDBG-CV Grant

Staff will present a "Draft Intake" form for a Small Cities Community Development Block CDBG-CV Grant. Staff and City Commission will also discuss our priorities in using the grant funds in both categories.

Department of Commerce Business and Community Development 1000 S.W. Jackson St., Suite 100 Topeka, KS 66612-1354



Phone: (785) 296-5298 Fax: (785) 296-3490 TTY: 711 KansasCommerce.gov

David C. Toland, Secretary

Laura Kelly, Governor

June 4, 2020

The Honorable Danny Geifer Mayor, City of Emporia 111 E. 6th Avenue Emporia, KS 66801-0166

Re: Grant No. 20-CV-019

Dear Mayor Geifer:

Congratulations on being selected to receive a 2020 Small Cities Community Development Block Grant, CDBG-CV grant, in the amount of \$167,000, which will fund your community's CARES Act project(s).

In order to make firm the commitments provided in the application the item(s) listed below must be resolved within 30 days of the award date of June 2, 2020.

Please sign the corrected Determination of Level of Review and submit with your contract.

Until Commerce has approved the recipient's request for release of funds and environmental certification for economic development funds, neither the recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, may commit HUD assistance to the project or a project activity.

You are reminded that, should a contract not be made with the state, any cost incurred toward the project would be borne by the recipient.

Contracting between the City/County and the State must occur within 30 days of the award date of June 2, 2020. The contract beginning date of this award is June 15, 2020. All CDBG-CV funds must be expended within one year of the contract start date of June 15, 2020. Failure to meet this deadline may result in withdrawal of this grant.

The Department looks forward to assisting you in the implementation of the project. If you have any questions on the contracting process or are in need of technical assistance, please contact Ginny Eardley of the CDBG staff at (785) 296-3610.

Sincerely,

Kayla Savage

Community Development Director

KS:LH:cav

**Enclosure: Contracts** 

Kayla Savase

GRANT NUMBER: 20-CV-019

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Economic Dev./Micro-grants	\$132,000			\$132,000
				\$0
				\$0
				\$0
				\$0
				\$0
			TO STATE OF THE SAME AND ADDRESS OF THE SAME AND ADDRE	\$0
				\$0
				\$0
				\$0
				\$0
				\$0
ED/MG Total	\$132,000			\$132,000
2. Meals programs	\$35,000			\$35,000
			Secretary and the secretary an	\$0
		MINISTER STATE OF THE STATE OF		\$O
				\$0
				\$0
		TO THE REAL PROPERTY OF THE PARTY OF THE PAR		\$0
				\$0
75 1 D	4.2			\$0
Meal Program Total	\$35,000	\$0		\$35,000
3. Administration		\$15,000		\$15,000
		The latest the second s		\$0
				\$0
Administration Total	\$0	\$15,000		\$15,000
ALL ACTIVITIES TOTAL	\$167,000	\$15,000		\$182,000

Rev. 6-1-2020

### **Emergency Response – CDBG Application**

Date:

COMPANY INFORMATION		ayab) a shi salar			
Legal Name of Business:		5 21110 11110 1110 1110 1110 1110 1110 1	Тур	e of Business:	
Primary Contact Person:			1	Mobile Phone:	
Email:			Вι	ısiness Phone:	
Website:				Social Media:	
Home Address of Owner:				*	
Project Site Address:					
Date business established:				# of Owners:	
NAICS Code (manufacturing):				Business EIN:	
Is your business a Hospitality based company?			e city	located in the as the mailing ddress above?	
Business Structure (LLC, Sole Proprietorship, Inc.):			ne ap	plying business ed operating or ding company?	Yes/No Name:
Voluntary Demographics	GENDER  Male Female	VETERAN YES NO		Asian Black or Africar Hispanic or Latii	
Total Working Capital Need:					
List any and all other funding you are	SBA		ity		Network Kansas/HIRE
currently seeking, including but not limited to Bank loans, SBA loans, Public or private loans, grant funding, etc.	Chamber of Commerce		/lain S	Street	Community Foundation
or private loans, grant funding, etc.	E-Communi	ty	MCAC	2	Banker/Financing
	Other:				
Jobs Retained:	Full Time:			Part-Time	
Average Wages:	Full Time wages:			Part-Time Wages:	
Will Full or Part-Time jobs be retained as a result of the funds?	Yes/No/Unkno	your an			Prior Year Revenues: Year: Revenue:
Does the business owner have a tax liability in arrears with the Kansas Department of Revenue or the IRS?	Yes/No/Unkno		orgar	Bank (or other nization) name:	

DI II	
Please provide a description of the services provided by your business:	
Please provide a short description of how COVID-19 is negatively impacting the business (e.g. weekly sales average drop for restaurants, occupancy rate drop for hotels, etc).	
Describe how the use of the CDBG loan fund enhances the ability of this business to survive.	
What types of working capital will the funds be used for (e.g. commercial loan payments, commercial lease payments, utilities, payroll, accounts payable, etc.)?	
Please list any other business resource partners that the business is working with if any (e.g. small business development centers, Economic Development Organization, industry or trade services).	



### Memo

TO:

City Commission

FROM:

Janet Harrouff

DATE:

June 5, 2020

SUBJECT:

**C&T** Fund allocations

At the May 27<sup>th</sup> study session, the commission asked to have documentation from the three entities that appropriations have not been made for 2020. It needs to show how they have spent or will be spending the appropriation to bring people to Emporia to stay in the hotels. Attached are the letters received from the entities.

Each entity has expressed a need to receive the 2020 allocation in order to be able to cover costs previously incurred before the COVID 19 shut down or to be able to bring in events later this summer or fall.

The Convention & Tourism fund has reserves available to pay these entities in 2020. However, with the projected decline in transient guest tax any 2021 appropriations will have to be reduced. Staff will be available at the 10<sup>th</sup> meeting.



927 Exchange St. Emporia, KS 66801 620-342-2800

Bill Harder, Treasurer 620-342-6622

June 1, 2020

Janet Harrouff
Director of Administrate Services
Via email: <a href="mailto:iharrouff@emporia-kansas.gov">iharrouff@emporia-kansas.gov</a>

Hello Janet,

As Treasurer of the William Allen White Community Partnership, Inc., I have been asked to address the 2020 transient guest tax (TGT) allocation to Red Rocks. The Board of Directors understands that, due to COVID-19, there will be fewer funds to distribute in the coming year. Red Rocks relies on this allocation to remain a viable state historic site and valuable asset to the City of Emporia.

Red Rocks has similar operating expenses this year as it has incurred in the past. The Site Director still is being paid and the utilities are still being used. What is not the same is the revenue received since the site was closed for the pandemic. Therefore, the budget needs the same amount of support now as it has in the past. Also, this year we have been asked to cover the cost of training site alternates (assistant directors) in order for the site to be open when the director is unavailable.

Of course, when Red Rocks was gifted to the Kansas Historical Foundation, it was done so with the caveat that no tax money from Kansans be allowed to be allocated by the State Legislature. In other words, there is no State funding for Red Rocks like there is for almost all other State Historic Sites. (See letter written by Chris Walker included in the original application.) With this agreement in mind, the City of Emporia made a financial commitment at the time the site was donated.

The WAW Children's Book Awards and other events sponsored by the site (most of these have been cancelled this year) are some of the activities that bring people to Emporia. Otherwise, the site is an attraction that is not necessarily an "overnight draw." However, in 2019, there were visitors to Red Rocks from at least 266 different zip codes.

Since the TGT funds are to be distributed to businesses that earn the tax and Red Rocks doesn't add much to that fund directly, this would be a good time to decide whether the transient guest tax is the proper budget fund to disburse to Red Rocks. Maybe the distribution should come from some other fund. Your discussions of TGT allocations relating to the funding of the site seem at odds with the commitment to support the site.

Respectfully,

Bill Harder, Treasurer, William Allen White Community Partnership, Inc.

May 30, 2020

City of Emporia PO Box 928 Emporia KS 66801

Dear City of Emporia,

I would like to thank you for the \$20,000 appropriated budget that was granted to the Emporia Granada Theatre Alliance on September 13, 2019.

I would like to let you know that our plans for 2020 have slightly changed direction due to COVID-19 but have a lot instore once we are able to fully open up the theatre.

We have a summer full of Virtual Events and Soft Openings along with a fall full of weddings, rentals, concerts and lots more!

I would like to share my calendar of what we have to far on our books.

Virtual Concert Sam & the

29-May Firewatchers

3- June Virtual Yoga with Emmy

6-June Picture Day at the Granada

12-Jun Virtual Concert- Ladee J

17-Jun Virtual Zumba with Edyth

26-Jun Virtual Concert- All from Nothing

27-Jun R- Glover Wedding

Virtual: Poetry Reading by Linzi

1-Jul Garcia

17-Jul TAMS-POP

25-Jul Bingo

1-Aug R- Macias Wedding

9-Aug Ely Young Band

6-Aug Movie

15-Aug R- EAC Rental

25-Sep C- Sara Evans

# **GRANADA**



## THEATRE

- 2-Oct No Coast Film
- 4-Oct Movie
- 9-OctR- Colllege of Emporia
- 10-Oct Strohm Wedding
- 17-Oct R- EAC Rental
- 24-Oct Heading Weddibg
- 31-Oct E- Scary Movie Marathon
- 1-Nov Movie
- 6-Nov Big Head Todd
- 21-Nov E-Bingo
- 4-Dec Elvis Tribute
- 5-Dec Gosser Wedding
- 6-Dec EPD Toy Drive
- 19-Dec Bingo
- 31- Dec Rental- KS Free for Arts

With the \$20,000 grant, we are able to hold diverse events bringing variety of people to Emporia. We are bringing in class performers from all over the nation with different types of genres, which in turn, brings in fans from not only the region, but nationally. Many times, we have been told by local business owners, and managers, that our concerts and special events bring in clientele to their restaurants and bars. We are also adding additional shoppers, consumers, and out-of-town guests purchasing gas, and or hotel rooms.

We are trying to attract patrons to stay or visit Emporia and bring something that all ages will enjoy, locally and nationally. It is our goal to bring events that add to the historic building of a thriving community.

As requested, I have included information for the 2021 budget year application of the scheduled events we currently have planned for the remaining year at this time. Additionally, I have attached our grant letter for approval of appropriated funds, \$20,000 from the 2020 City budget. This funding was received from the Grant Application we submitted in April 2019. To support our prior year events, I have also included a report of the demographics for people who attended the events at the Granada.

Thank you,

Rebeca Herrera

**Executive Director** 

The Emporia Granada Theatre Rebeca Herrera director@emporiagranada.com

↑ HOME 

TICKETING 

PATRONS 

MARKETING 

REPORTS 

HELP 

ACCOUNT

<u>Member Home</u>: <u>Date Range Reports</u>: Date Range Summary Statistics Report

#### Summary Statistics Report version (exp)

Organization: The Emporia Granada Theatre From: Jan 1, 2019 12:00AM Until: Dec 31, 2019 11:59PM Dates and Times are US/Central Time

Report Generated: May 30, 2020 @ 4:32PM Central Daylight Time

Showing Demographics Detail

United States									
Emporia	KS	\$65,303.00	\$40,403.00\$	105,706.00	19.2% 1	,889 1	,032 2	,921	51.79
Lebo	KS	\$6,055.00	\$325.00	\$6,380.00	3.0%	113	7	120	2.19
Burlington	KS	\$4,045.00	\$1,135.00	\$5,180.00	2.4%	98	27	125	2.29
Olpe	KS	\$3,537.00	\$1,285.00	\$4,822.00	2.2%	91	31	122	2.29
Madison	KS	\$3,020.00	\$1,120.00	\$4,140.00	1.9%	74	26	100	1.89
Americus	KS	\$3,859.00	\$273.00	\$4,132.00	1.9%	104	12	116	2.19
Topeka	KS	\$3,530.00	\$335.00	\$3,865.00	1.8%	67	30	97	1.7
Council Grove	KS	\$2,654.00	\$470.00	\$3,124.00	1.5%	56	8	64	1.19
Wichita	KS	\$2,635.00	\$325.00	\$2,960.00	1.4%	61	9	70	1.2
Allen	KS	\$1,750.00	\$1,192.00	\$2,942.00	1.4%	44	21	65	1.2
Reading	KS	\$2,174.00	\$658.00	\$2,832.00	1.3%	60	17	77	1.4
Osage City	KS	\$1,950.00	\$270.00	\$2,220.00	1.0%	66	8	74	1.3
ottonwood Falls	KS	\$1,805.00	\$240.00	\$2,045.00	1.0%	42	8	50	0.9
Manhattan	KS	\$2,005.00	\$25.00	\$2,030.00		42	3	45	0.8
Neosho Rapids	KS	\$1,260.00	\$620.00	\$1,880.00		30	17	47	0.8
Gridley	KS	\$1,722.00	\$150.00	\$1,872.00		35	4	39	0.7
Waverly	KS	\$1,705.00	-	\$1,705.00		42		42	0.7
Hartford	KS	\$670.00	\$1,010.00	\$1,680.00				45	
Strong City	KS				0.8%	23	22		0.8
0,		\$484.00	\$1,085.00	\$1,569.00	0.7%	15	20	35	0.6
Kansas City	MO	\$1,061.00	\$295.00	\$1,356.00		16	5	21	0.4
Eureka	KS	\$1,080.00	\$220.00	\$1,300.00	0.6%	24	4	28	0.5
	KS	_	\$1,267.00	\$1,267.00	0.6%	_	170	170	3.0
Alta Vista	KS	\$1,205.00	-		0.6%	17	-	17	0.3
Oskaloosa	KS	\$1,180.00	_	\$1,180.00		20	-	20	0.4
Overland Park	KS	\$1,160.00	-	\$1,160.00	0.5%	27		27	0.5
Olathe	KS	\$831.00	\$210.00	\$1,041.00		20	10		0.5
Burlingame	KS	\$655.00	\$380.00	\$1,035.00		15	4	19	0.3
Lenexa	KS	\$517.00	\$490.00	\$1,007.00	0.5%	18	8	26	0.5
Alma	KS	\$265.00	\$700.00	\$965.00	0.4%	4	20	24	0.4
Leawood	KS	\$510.00	\$430.00	\$940.00	0.4%	7	6	13	0.2
Mcpherson	KS	\$915.00	-	\$915.00	0.4%	19	_	19	0.3
Virgil	KS	\$720.00	\$130.00	\$850.00	0.4%	12	2	14	0.2
Admire	KS	\$715.00	\$132.00	\$847.00	0.4%	25	5	30	0.5
Holton	KS	\$825.00	_	\$825.00	0.4%	13	_	13	0.2
Lawrence	KS	\$780.00	\$30.00	\$810.00	0.4%	18	2	20	0.4
Tampa	KS	\$690.00	\$75.00	\$765.00	0.4%	12	5	17	0.3
Elmdale	KS	\$720.00	\$30.00	\$750.00	0.3%	14	2	16	0.3
Grand Island	NE		\$720.00	\$720.00	0.3%	_	10	10	0.2
Clinton	МО	\$720.00	_	\$720.00	0.3%	16	_	16	0.3
Cedar Point	KS	\$715.00	_	\$715.00	0.3%	9	-	9	0.2
Overbrook	KS	\$710.00	_	\$710.00	0.3%	17	_	17	0.3
Hamilton	KS	\$660.00	_	\$660.00		8			0.1
Shawnee	KS	\$525.00	\$100.00	\$625.00		9	1		0.2
Humboldt	KS	\$610.00		\$610.00			/ <u></u>		0.2
Newton	KS	\$610.00		\$610.00		8			0.1
Louisburg	KS	\$460.00		\$600.00		8	4		0.2
Lincolnville	KS	\$555.00		\$555.00		11	_		0.2
Ottawa	KS	\$430.00					4		0.2
				\$540.00 \$540.00		8	4		0.2
Vator Conte-									
Yates Center El Dorado	KS KS	\$350.00 \$525.00		\$525.00		13	-		0.2

								vei	IUIIII EV
Maple Hill	KS	\$520.00	-	\$520.00	0.2%	8	_	8	0.1%
Lyndon	KS	\$520.00	_	\$520.00	0.2%	21	_	21	0.4%
Dearborn	MO	\$500.00	<del></del>	\$500.00	0.2%	8	-	8	0.1%
Le Roy	KS	\$480.00	-	\$480.00	0.2%	8	-	8	0.1%
Wamego	KS	\$320.00	\$140.00	\$460.00	0.2%	8	2	10	0.2%
Spring Hill	KS	\$450.00	-	\$450.00	0.2%	8	-	8	0.1%
Wakarusa	KS	\$290.00	\$140.00	\$430.00	0.2%	4	2	6	0.1%
Wellsville	KS	\$430.00	-	\$430.00	0.2%	12	-	12	0.2%
Matfield Green	KS	\$410.00	_	\$410.00	0.2%	6	_	6	0.1%
Salina	KS	\$400.00	-	\$400.00	0.2%	10	_	10	0.2%
Douglass	KS	\$400.00	_	\$400.00	0.2%	8	_	8	0.1%
Basehor	KS	\$390.00	_	\$390.00	0.2%	6	-	6	0.1%
Iola	KS	\$360.00	_	\$360.00	0.2%	8	_	8	0.1%
Baldwin City	KS	\$360.00	_	\$360.00	0.2%	7	_	7	0.1%
Carbondale	KS	\$240.00	\$110.00	\$350.00	0.2%	4	2	6	0.1%
Gardner	KS	\$200.00	\$145.00	\$345.00	0.2%	4	4	8	0.1%
Omaha	NE	\$265.00	\$70.00	\$335.00	0.2%	6	2	8	0.1%
Prairie Home	MO	\$250.00	\$70.00	\$320.00	0.1%	4	2	6	0.1%
Tulsa	OK	\$315.00	-	\$315.00	0.1%	3	_	3	0.1%
Kansas City	KS	\$315.00	-	\$315.00	0.1%	9	-	9	0.2%
Derby	KS	\$310.00	_	\$310.00	0.1%	6	-	6	0.1%
Surprise	ΑZ	_	\$300.00	\$300.00	0.1%	_	12	12	0.2%
Pratt	KS	\$285.00	\$15.00	\$300.00	0.1%	3	1	4	0.1%
Jefferson City	MO	\$285.00	_	\$285.00	0.1%	3	-	3	0.1%
Andover	KS	\$250.00	\$20.00	\$270.00	0.1%	4	1	5	0.1%
Paola	KS	\$260.00	_	\$260.00	0.1%	6	-	6	0.1%
Shelby	NE	\$260.00		\$260.00	0.1%	4		4	0.1%
Princeton	MO	\$245.00	-	\$245.00	0.1%	7	-	7	0.1%
Milwaukee	WI	\$240.00	-	\$240.00	0.1%	5	-	5	0.1%
<u> </u>	_	_	\$230.00	\$230.00	0.1%	3	20	23	0.4%
Piqua	KS	\$230.00	-	\$230.00	0.1%	6	-	6	0.1%
Tecumseh	KS	\$220.00	_	\$220.00	0.1%	4	_	4	0.1%
Chase	KS	-	\$220.00	\$220.00	0.1%	_	4	4	0.1%
Valley Center	KS	\$210.00	-	\$210.00	0.1%	4	_	4	0.1%
Belton	MO	\$200.00	0.00	\$200.00	0.1%	2	-	2	0.0%
Junction City	KS	\$200.00	_	\$200.00	0.1%	4	_	4	0.1%
Eagle	NE	-	\$200.00	\$200.00	0.1%	-	2	2	0.0%
Joplin	MO	\$200.00	-	\$200.00	0.1%	2	_	2	0.0%
Parsons	KS	\$200.00	_	\$200.00	0.1%	4		4	0.1%
Auburn	KS	\$200.00	-	\$200.00	0.1%	2	-	2	0.0%
Lincoln	NE	\$200.00	_	\$200.00	0.1%	2		2	0.0%
Berryton	KS	\$200.00	_	\$200.00	0.1%	4	-	4	0.1%
De Soto	KS	\$200.00	_	\$200.00	0.1%	9	·	9	0.2%
Eskridge	KS	\$200.00	_	\$200.00	0.1%	6	-	6	0.1%
Melvern	KS	\$195.00	-	\$195.00	0.1%	3	-	3	0.1%
Lees Summit	MO	\$195.00	_	\$195.00	0.1%	3	-	3	0.1%
Augusta	KS	\$195.00	_	\$195.00	0.1%	5	-	5	0.1%
Marysville	KS	\$190.00	-	\$190.00	0.1%	2	_	2	0.0%
Eudora	KS	\$190.00	_	\$190.00	0.1%	2	-	2	0.0%
Leonardville	KS	\$190.00	_	\$190.00	0.1%	2	_	2	0.0%
Wheaton	IL	\$190.00	_	\$190.00	0.1%	2	-	2	0.0%
Lake Quivira	KS	\$170.00	_	\$170.00	0.1%	2	-	2	0.0%
Goddard	KS	\$170.00		\$170.00	0.1%	2	-	2	0.0%
Burns	KS	_	\$165.00	\$165.00	0.1%	_	3	3	0.1%
La Crosse	KS	\$165.00	_	\$165.00	0.1%	3	-	3	0.1%
Brandon	FL	_	\$160.00	\$160.00	0.1%	-	2	2	0.0%
Mission	KS	\$160.00	-	\$160.00	0.1%	2	_	2	0.0%
Tombstone	AZ	-	\$160.00	\$160.00	0.1%	_	2	2	0.0%
Harveyville	KS	\$160.00	_	\$160.00	0.1%	9	_	9	0.2%
Atlantic	IA	\$160.00	-	\$160.00	0.1%	2	-	2	0.0%
Hiawatha	KS	\$160.00	_	\$160.00	0.1%	2	-	2	0.0%
Dillon	CO	_	\$160.00	\$160.00	0.1%	-	2	2	0.0%
Dover	KS	_	\$160.00	\$160.00	0.1%	_	2	2	0.0%
Pomona	KS	\$155.00	-	\$155.00	0.1%	5	-	5	0.1%
North Miami	OK	\$150.00	-	\$150.00	0.1%	2	-	2	0.0%
Effingham	KS	\$150.00	-	\$150.00	0.1%	3	-	3	0.1%
Prairie Village	KS	\$150.00	· —	\$150.00	0.1%	2	_	2	0.0%
Holts Summit	МО	_	\$150.00	\$150.00	0.1%	_	2	2	0.0%
Bertrand	NE	\$150.00	_	\$150.00	0.1%	2	_	2	0.0%
Frankfort	KS	\$140.00	-	\$140.00	0.1%	4	_	4	0.1%
Emporia, Ks	KS	\$140.00	-	\$140.00	0.1%	4	-	4	0.1%

Aurora	MO		\$140.00	\$140.00	0.1%	_	2	2	0.0%
Goessel	KS	\$140.00	-	\$140.00	0.1%	4	_	4	0.1%
<b>Bonner Springs</b>	KS	\$135.00	_	\$135.00	0.1%	3	_	3	0.1%
Oak Grove	MO	\$135.00	_	\$135.00	0.1%	3	_	3	0.1%
Weston	МО	\$130.00	_	\$130.00	0.1%	2	_	2	0.0%
Colwich	KS	\$130.00		\$130.00	0.1%	2	_	2	0.0%
Blue Springs	МО	\$130.00	_	\$130.00	0.1%	2	_	2	0.0%
Vassar	KS	\$130.00		\$130.00	0.1%	2	_	2	0.0%
Leavenworth	KS	\$130.00	-	\$130.00	0.1%	2	_	2	0.0%
Indianola	IA	\$130.00	_	\$130.00	0.1%	2	_	2	0.0%
Cedar Park	TX	\$130.00	_	\$130.00	0.1%	2	_	2	0.0%
Bethany	МО	\$130.00	_	\$130.00	0.1%	2	_	2	0.0%
Tonganoxie	KS	\$130.00	_	\$130.00	0.1%	2	_	2	0.0%
Hutchinson	KS			\$120.00		5	_	5	
		\$120.00	-		0.1%	Э			0.1%
Princeton	KS		\$120.00	\$120.00	0.1%		4	4	0.1%
Hoisington	KS	\$120.00	_	\$120.00	0.1%	4	_	4	0.1%
Ames	IA	_	\$120.00	\$120.00	0.1%	-	2	2	0.0%
Norton	KS	\$120.00	_	\$120.00	0.1%	4	_	4	0.1%
Carrollton	TX	\$110.00	_	\$110.00	0.1%	2	_	2	0.0%
Florence	KS	\$110.00	_	\$110.00	0.1%	2	_	2	0.0%
Savonburg	KS	\$110.00	_	\$110.00	0.1%	2	_	2	0.0%
Benedict						2			
	KS	\$110.00	_	\$110.00	0.1%		_	2	0.0%
Grove City	ОН	\$110.00	_	\$110.00	0.1%	2	_	2	0.0%
Lacona	IA	\$105.00	_	\$105.00	0.0%	3	-	3	0.1%
Hays	KS	\$105.00	_	\$105.00	0.0%	3	_	3	0.1%
Iowa City	IA	\$105.00	_	\$105.00	0.0%	3	_	3	0.1%
Soldier	KS	\$105.00		\$105.00	0.0%	3		3	0.1%
Knob Noster	МО	\$100.00	_	\$100.00	0.0%	5	_	5	0.1%
Pittsburg	KS	\$100.00		\$100.00	0.0%	2	_	2	
			-						0.0%
Olsburg	KS	\$100.00	_	\$100.00	0.0%	2		2	0.0%
Norman	OK	\$80.00	\$20.00	\$100.00	0.0%	4	1	5	0.1%
Great Bend	KS	\$100.00	_	\$100.00	0.0%	5	_	5	0.1%
Tampa	FL	_	\$100.00	\$100.00	0.0%		4	4	0.1%
Windom	KS	\$100.00	_	\$100.00	0.0%	4		4	0.1%
Council Bluffs	IA		\$100.00	\$100.00	0.0%	_	20	20	0.4%
Catoosa	ОК	\$100.00	_	\$100.00	0.0%	2	_	2	0.0%
Atwood	KS	\$90.00	_	\$90.00	0.0%	2		2	0.0%
Argyle	TX	\$90.00		\$90.00	0.0%	2	_	2	0.0%
Hillsboro	KS	\$90.00	-	\$90.00	0.0%	2	-	2	0.0%
Morganfield	KY	_	\$90.00	\$90.00	0.0%	-	2	2	0.0%
White City	KS	\$90.00	-	\$90.00	0.0%	2	_	2	0.0%
Dakota City	IA	\$90.00	_	\$90.00	0.0%	2	-	2	0.0%
Colony	KS	\$90.00		\$90.00	0.0%	2		2	0.0%
Marion	KS	\$10.00	\$70.00	\$80.00	0.0%	2	2	4	0.1%
			₹70.00				2		
Smyrna	GA	\$80.00	_	\$80.00		4	_		0.1%
Elkhorn	NE	\$80.00	_	\$80.00	0.0%	4	-	4	0.1%
Lubbock	TX	\$80.00	-	\$80.00	0.0%	4	-	4	0.1%
Chanute	KS	\$75.00	_	\$75.00	0.0%	1	_	1	0.0%
Austin	TX	_	\$75.00	\$75.00	0.0%	_	5	5	0.1%
Osawatomie	KS	\$70.00	_	\$70.00	0.0%	2	_	2	0.0%
Ness City	KS	\$70.00		\$70.00		2	_	2	0.0%
	KS		_			4	_		
Scranton		\$70.00		\$70.00				4	
Whiting	IA	\$70.00	_	\$70.00		2	_	2	0.0%
Florence	MA	\$70.00		\$70.00	0.0%	2		2	0.0%
Garland	TX	\$70.00	-	\$70.00	0.0%	2	_	2	0.0%
Saint Albans	NY	_	\$70.00	\$70.00	0.0%	_	2	2	0.0%
Canyon	TX	\$70.00	_	\$70.00	0.0%	2	_	2	0.0%
Plano	TX		\$70.00	\$70.00		_	2	2	
Shalimar	FL		\$70.00	\$70.00			2	2	0.0%
		*CF 00				٠,	~		
Denton	TX	\$65.00	(A-110)	\$65.00		1		1	0.0%
Vero Beach	FL	\$65.00	_	\$65.00		1	_	1	0.0%
Lexington	MO	\$65.00	-	\$65.00	0.0%	1	-	1	0.0%
Houston	TX	\$65.00	-	\$65.00	0.0%	1	_	1	0.0%
Mckinney	TX	\$65.00	_	\$65.00	0.0%	1	_	1	0.0%
Minneapolis	MN	_	\$60.00	\$60.00		_	4	4	
Galva	KS	\$60.00	_	\$60.00		2	_	2	
							_		
Nantucket	MA	\$60.00	-	\$60.00		3	_	3	
Sylmar	CA	\$60.00	_	\$60.00		3	_	3	
Lost Springs	KS	\$60.00	_	\$60.00	0.0%	2	-	2	0.0%
Emporia,	KS	\$60.00	_	\$60.00	0.0%	2	_	2	0.0%
Quinter	KS	\$60.00	-	\$60.00	0.0%	2	_	2	0.0%
28									

20								ven	idirii E
Renton	WA	_	\$60.00	\$60.00	0.0%	_	1	1	0.0%
Milford	KS	\$60.00	100	\$60.00	0.0%	1		1	0.0%
Taos	NM	\$50.00	_	\$50.00	0.0%	2	_	2	0.0%
Herington	KS	\$50.00	_	\$50.00	0.0%	2	_	2	0.0%
Clarksville	TN	\$50.00		\$50.00	0.0%	5	_	5	0.1%
Onaga	KS	\$40.00	-	\$40.00	0.0%	2	_	2	0.0%
Saint Francis	KS	\$40.00	_	\$40.00	0.0%	2	_	2	0.0%
Solomon	KS	\$40.00		\$40.00	0.0%	2	_	2	0.0%
Huntington Beach	CA	\$40.00		\$40.00	0.0%	2	_	2	0.0%
Mishawaka	IN	\$40.00	_	\$40.00	0.0%	2	_	2	0.0%
Lander	WY	\$40.00	_	\$40.00	0.0%	2	_	2	0.0%
Tolar	TX	\$40.00	-	\$40.00	0.0%	4	_	4	0.1%
Madison	SD	\$40.00	_	\$40.00	0.0%	2	_	2	0.0%
Siloam Springs	AR	\$40.00	_	\$40.00	0.0%	2	_	2	0.0%
Ozark	MO	\$40.00	_	\$40.00	0.0%	2	_	2	0.0%
Belle Plaine	KS	_	\$40.00	\$40.00	0.0%	_	2	2	0.0%
Louisville	CO	\$40.00	_	\$40.00	0.0%	2	_	2	0.0%
<b>Grand Rapids</b>	MI	\$20.00	\$20.00	\$40.00	0.0%	2	1	3	0.1%
Warrenville	SC	\$40.00	_	\$40.00	0.0%	2	_	2	0.0%
Independence	KS	\$40.00	-	\$40.00	0.0%	2	_	2	0.0%
Deltona	FL	\$40.00	_	\$40.00	0.0%	2	_	2	0.0%
Sioux Falls	SD	\$35.00	_	\$35.00	0.0%	1	_	1	0.0%
Laguna Hills	CA	-	\$35.00	\$35.00	0.0%	_	1	1	0.0%
Pomeroy	WA		\$35.00	\$35.00	0.0%	_	1	1	0.0%
Kingsville	MO	\$30.00	_	\$30.00	0.0%	2	_	2	0.0%
Rogers	AR	\$30.00	_	\$30.00	0.0%	3	_	3	0.1%
Daytona Beach	FL	\$30.00	_	\$30.00	0.0%	3	_	3	0.1%
Denver	co	\$10.00	\$15.00	\$25.00	0.0%	5	1	6	0.1%
Greeley	KS	\$25.00	_	\$25.00	0.0%	1	_	1	0.0%
Welda	KS	\$25.00	_		0.0%	1	_	1	0.0%
Centerton	AR	\$20.00	_	\$20.00	0.0%	2	_	2	0.0%
Encino	CA	\$20.00	_		0.0%	2		2	0.0%
Hollister	МО	\$20.00	_	\$20.00		4		4	0.1%
Prairie Grove	AR	\$20.00	_	\$20.00	0.0%	2		2	0.0%
Erie	CO	\$20.00	_	\$20.00		2		2	0.0%
Newton	IA	\$20.00	_	\$20.00	0.0%	2	_	2	0.0%
Odessa	TX	\$20.00	_	\$20.00	0.0%	2		2	0.0%
Forest Hill	TX	\$20.00	_	\$20.00	0.0%	2	_	2	0.0%
Sublette	KS	-	\$20.00	\$20.00	0.0%		2	2	0.0%
Irving	TX	_	\$20.00	\$20.00	0.0%		2	2	0.0%
Wakita	ОК	\$20.00	_	\$20.00		2	_	2	0.0%
Lake Jackson	TX	\$20.00	_	\$20.00	0.0%	2	_	2	0.0%
Caldwell	ID	\$20.00	_	\$20.00	0.0%	2	_	2	0.0%
Bucyrus	ОН	\$20.00	_	\$20.00		2		2	
Sheboygan	WI	\$20.00	100000	\$20.00		2			0.0%
Keller	TX	\$20.00		\$20.00		1			0.0%
Coweta	OK	\$20.00	_	\$20.00		1	_	1	
Broken Arrow	OK	\$20.00		\$20.00		1		1	0.0%
Edenton	NC	-	\$20.00	\$20.00			1	1	0.0%
Estero	FL	_	\$20.00	\$20.00		_	1	1	
Littleton		_	\$20.00	\$20.00		_	1	1	
Golden		_	\$20.00	\$20.00		_	1	1	
Burton	MI	\$20.00		\$20.00		1	1	1	
Rock Island	IL	\$20.00 —	- \$20.00	\$20.00			1		
						_		1	
Missouri City		\$20.00	-	\$20.00		2	1		0.0%
Whitehall		\$20.00	× <del></del>	\$20.00		2	-	2	
Cedar Rapids		\$20.00	-	\$20.00		2	-		0.0%
Seguin		\$20.00	-	\$20.00		2	-		0.0%
Frisco			\$15.00	\$15.00		-	1	1	
Wellington		\$15.00	_	\$15.00		1	_	1	
Beloit		\$15.00	_	\$15.00		1	_	1	
Rolling Meadows		\$15.00	-	\$15.00		1	-		0.0%
Vicksburg		\$10.00	-	\$10.00		1	-	1	
Clay Center		-	\$10.00	\$10.00		1	2		0.1%
Cut Off		\$10.00	_	\$10.00		1	_	1	
Fort Worth		\$10.00	-	\$10.00		1	-	1	
Downey		\$10.00		\$10.00		1		1	
Boone		\$10.00	-	\$10.00		1	_	1	
Enid		\$10.00	-	\$10.00		1	_	1	
South Bend		\$10.00	_	\$10.00		1		1	
Green	KS	_		\$0.00	0.0%	2	_	2	0.0%

#### Vendini Event Report

Ramona	KS	_	_	\$0.00	0.0%	2		2	0.0%
Abilene	KS	_		\$0.00	0.0%	1	_	1	0.0%
Paxico	KS	-	_	\$0.00	0.0%	2	_	2	0.0%
Fredonia	KS	_	-	\$0.00	0.0%	2	_	2	0.0%
Springfield	МО	-		\$0.00	0.0%	2	_	2	0.0%
	Total \$15	4,037.00 \$60	,680.00 \$214,	717.00		3,938 1	,708 5,6	46	
Canada									
Brampton	ON	\$60.00		\$60.00	0.0%	2	_	2	0.0%
	Total	\$60.00	_	\$60.00		2	_	2	

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#### THE EMPORIA ARTS COUNCIL



June 5, 2020

Mayor, Danny Giefer City Commissioner, Becky Smith City Commissioner, Susan Brinkman Vice-Mayor, Rob Gilligan City Commissioner, Jon Geitz City Manager, Mark McAnarney

Dear Commissioners & City Manager,

EAC is in receipt of a \$10,000 allocation letter from the City of Emporia dated August 13, 2019. Typically, this distribution would be paid to EAC in May each year. Janet Harrouff, City Treasurer, contacted us last week and asked that we send a letter to the Commission to request that this allocation be made in June. It is to this purpose this letter is sent to your attention.

This allocation is ever more important at this point in time. EAC did complete six of its seven 2019-2020 performances. A sold out Straight No Chaser concert brought guests as far away as Idaho and Arizona. We have two performances scheduled for fall 2020. Over 60 hotel rooms that were blocked and used by the performing artists during the last five performances. In addition, based on total attendance at our last six performances we estimate between 220 to 260 hotel rooms were used by out of state visitors attending our performances. We estimated that more than \$110,000 was spent locally by out of county residents related to our last six performances.

We did not close our doors. We are proud to report that EAC staff never stopped working during March, April and May. EAC continued to work and provide original educational programming during the age of COVID. Thousands of people have tuned into our virtual gallery and live on-line art tutorials. EAC delivered more than 600 art packets to parents at home with children during April and May.

We respectively request that this authorized \$10,000 allocation be funded this fiscal year. Our staff and those we serve continue to benefit from our work.

Our sincere thanks,

Chris Rech

**EAC Board President** 

Eric Porter

**EAC Vice-President** 

Jane Symmonds

**EAC Secretary** 

CC: Dawn Young, EAC Executive Director

Dave Markowitz, EAC Development Committee & Board Member



### Memo

TO:

City Commission

FROM:

Janet Harrouff M

DATE:

June 5, 2020

SUBJECT:

Capital Improvement Plan - continued discussion

The CIP requests for 7 departments will be discussed at the study session on June 10<sup>th</sup>. The department heads will be available at the meeting.

The items requested for each department are provided with the funding source noted. The departments presenting are:

Fire

**EMS** 

**Code Services** 

Police

Administration

Civic Building

Library

Department	Year	Description	Amount	Pmt per Year	Years to Bond	Funding Source
Fire	2020	SCBA Pressurized Cylinder - May not be needed - Grant	\$20,000			General Fund
Fire	2020	Vehicle Exhaust System	\$15,000			General Fund
Fire	2021	Communication Equipment	0\$			General Fund
Fire	2021	SCBA Pressurized Cylinder - May not be needed - Grant	\$20,000			General Fund
Fire	2022	Battery powered hydraulic extrication tools	\$30,000			General Fund
Fire	2022	Breathing Air Compressor - Station 2	\$40,500			General Fund
Fire	2022	Water Rescue Equipment (Research Grant options)	\$34,000			General Fund
Fire	2023	Explorer Interceptor (2003)	\$40,000			General Fund
Fire	2025	Technical Rescue Equipment	\$10,000			General Fund
Fire	2020	Class A Pumper Engine 1 (1997)	\$575,000	\$71,059	10	10 Mil levy
Fire	2021	Addition to Fire Station #2 & remodel fire station #1	\$5,000,000	\$616,500	10	10 Mil levy
Fire	2023	Engine 3 (1994)	\$725,000	\$74,097	10	10 Mil levy
Fire	2025	Quint 1 (2001)	\$1,950,000	\$153,068	10	10 Mil levy
Fire- Station 2	2021	Overhead door replacement	\$12,000			Multi-Year
Fire- Station 2	2021	Replace HVAC in admin and dorms	\$60,000			Multi-Year
Fire- Station 2	2021	Replace Jace Controller for HVAC communication	\$8,000			Multi-Year
Fire- Station 2	2022	Overhead door replacement	\$12,000			Multi-Year
Fire- Station 2	2023	Overhead door replacement	\$12,000			Multi-Year

					Years	
Department	Year	Description	Amount	Pmt per Year	Bond	Funding Source
EMS	2020	EMS Pickup (2000)	\$30,000			General Fund
EMS	2021	Monitor/Defibrillator	\$42,500			General Fund
EMS	2023	Mechanical CPR Devices	\$31,000			General Fund
EMS	2023	Monitor/Defibrillator	\$43,000			General Fund
EMS	2024	Expedition (2014)	\$60,000			General Fund
EMS	2020	Ambulance (2011) No space available	\$260,000			Mil levy
EMS	2022	Ambulance Purchase (2014) No space available	\$270,000			Mil levy

Department	Year	Description	Amount	Pmt per Year	Years to Bond	Funding Source
Code Services	2022	Pickup or car (1999) Transfer a Police car	\$35,000 wa	was 0		General Fund
Code Services	2023	Pickup or car (2001)	\$37,500 new item	ew item		General Fund

Department	Year	Description	Amount Pmt	Pmt per Year	Years to Bond	Funding Source
Police	2020	3 MDT's and 3 Video Cameras	\$34,700			General Fund
Police	2020	3 Patrol Vehicles	\$162,000			General Fund
Police	2020	10 Body Cameras	\$21,000			General Fund
Police	2020	8 Tasers	\$13,000			General Fund
Police	2020	Spillman Server/Video Storage split with county & dispatch Total Cost \$25000	\$12,500			General Fund
Police	2021	2 Mobile data terminals & 2 Video Cameras	\$23,500			General Fund
Police	2021	8 Tasers	\$14,000			General Fund
Police	2021	10 Body Cameras	\$21,000			General Fund
Police	2021	Video Server	\$12,000			General Fund
Police	2021	2 Patrol Vehicles	\$114,600			General Fund
Police	2021	License Plate Reader (LPR)	\$25,000			General Fund
Police	2022	2 Supervisor Patrol Vehicles (Full Size SUV or Pickups)	\$166,900			General Fund
Police	2022	mobile data terminals & 3 video cameras	\$36,900			General Fund
Police	2022	8 Tasers	\$14,000			General Fund
Police	2022	Firewall (Our share)	\$16,800			General Fund
Police	2022	10 Body Cameras	\$22,000			General Fund
Police	2023	3 Patrol Vehicles	\$177,000			General Fund
Police	2023	3 Mobile data terminals & 3 Video Cameras	\$38,000			General Fund
Police	2023	10 Body Cameras	\$22,000			General Fund
Police	2023	8 Tasers	\$14,000			General Fund
Police	2024	3 Patrol Vehicles	\$182,300			General Fund
Police	2024	3 Mobile data terminals & 3 Video Cameras	\$39,500			General Fund
Police	2024	10 Body Cameras	\$23,000			General Fund
Police	2024	8 Tasers (Switch to Taser 7 from X2)	\$18,000			General Fund
Police	2025	3 Patrol vehicles	\$187,800			General Fund
Police	2025	3 Mobile Data Terminals and 3 Video Cameras	\$40,700			General Fund
Police	2025	8 Tasers (Taser 7 Model)	\$19,500			General Fund
Police	2025	10 Body Worn Cameras	\$24,000			General Fund
Police	2025	Spillman Server	\$25,000			General Fund
Police	2025	6 Portable Radios	\$27,800			General Fund
Police	2023	Firing Range House Split with county (\$60,000 total)	\$30,000			Multi-Year
Police	2024	Outdoor warning siren - location tbd	\$44,000	T		Multi-Year

Department	Year	Description	Amount	Pmt per Year to Bond	Funding Source
Civic Building	2022	Stage Lighting	\$15,000		CVB allocation
Civic Building	2022	Arena event floor covering	\$22,000		CVB allocation
Civic Building	2023	Patch and Paint walls and Ceilings in Main Arena	\$50,000		CVB allocation
Civic Building	2023	Replace arena bleachers	\$175,000		CVB allocation
Civic Building	2024	Civic Auditorium Arena Score Board	\$200,000		CVB allocation
Civic Building	2020	Basketball back stops	\$22,000		General Fund
Civic Building	2024	ADA assistive listening system	\$23,000		General Fund
Civic Building	2020	Elevator controls	\$34,000		Multi-Year
Civic Building	2020	ADA Improvements Police & Water Dept	\$261,243  carryover	over	Multi-Year
Civic Building	2020	Acoustical absorpton material for main arena	\$88,750   carryover	over	Multi-Year
Civic Building	2020	Replace Windows in Auditorium	\$26,000		Multi-Year
Civic Building	2020	Replace Steam lines & update HVAC updates	\$25,000		Multi-Year
Civic Building	2020	ADA Improvements	\$100,000		Multi-Year
Civic Building	2021	ADA Improvements	\$100,000		Multi-Year
Civic Building	2021	618 Mechanic Roof	\$60,000		Multi-Year
Civic Building	2021	Replace Steam lines & update HVAC updates	\$25,000		Multi-Year
Civic Building	2021	Civic Fire Alarm Card Update 1st half	\$60,000		Multi-Year
Civic Building	2022	ADA Improvements	\$100,000		Multi-Year
Civic Building	2022	Walk-in Cooler in Room 222	\$25,000		Multi-Year
Civic Building	2022	2nd floor restroom ceiling repairs	\$30,000		Multi-Year
Civic Building	2022	Remodel East Foyer & Vestibule door ways	\$50,000		Multi-Year
Civic Building	2022	Replace irrigation system	\$30,000		Multi-Year
Civic Building	2022	Potable Hot Water Lines throughout the civic auditorium	\$60,000		Multi-Year
Civic Building	2022	Replace Steam lines & update HVAC updates	\$25,000		Multi-Year
Civic Building	2022	Civic Fire Alarm Card Update 2nd half	\$60,000		Multi-Year
Civic Building	2023	Replace steam lines/HVAC improvements	\$25,000		Multi-Year
Civic Building	2023	Sewer Lift station - Police department - basement Sewer	\$110,000		Multi-Year
Civic Building	2023	ADA Improvements	\$100,000		Multi-Year
Civic Building	2024	ADA Improvements	\$100,000		Multi-Year
Civic Building	2025	ADA Improvements	\$100,000		Multi-Year
Control Building	2002	Civic Convert from Steam to Hot Water Heat System	\$475,000		Multi-Year

Department	Year	Description	<u>Amount</u> <u>Pm</u>	Pmt per Year	Years to Bond	Funding Source
ihrary	2020	Atrium window replacement	\$14,000 carryover	yover		Multi-Year
ihrary	2020	Replace Library Roof	\$100,000			Multi-Year
library	2022	ADA Improvements - library doors & ADA openers	\$120,000			Multi-Year
i hrany	2022	Replace irrigation system	\$10,000			Multi-Year